Virtual Private Servers Terms of Service

Alfa Solution spol., s.r.o., Praha 8 186 00, Za poříčskou branou 334/4, Czech Republic
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(„ provider ")

A. I. – Object of the contract

1. The Provider will provide the customer with a web hosting service, in particular ensuring for the customer the establishment and operation of a virtual server on a computer network Internet and the registration and operation of the domain. Serving a virtual server means ensuring data transfer over the Internet under the HTTP protocol and establishing and running an agreed number of mailboxes.

2. The Customer shall pay the agreed price for the services provided by the Provider and shall provide the Provider with the necessary co-operation.

A. II. – Basic Obligations of the Contracting Parties

1. The Provider shall provide the Customer with the registration of the domain name with the authorized domain name providers. Owner of the domain name resp. right to become a customer. For the purpose of registering a domain name, the customer is required to provide complete and truthful information to the provider and the customer is responsible for the information contained in the domain registration request. Any potential costs associated with registering a domain name, including registration fees, are covered by the customer.

2. The Provider shall ensure the continuous operation of the customer's domain, ie it shall ensure access of the Internet subscribers to the customer's www pages, customer access to its mailboxes and the possibility of updating the content of the websites via FTP.

3. The Customer undertakes to provide the Provider, without undue delay, for the duration of the provision of services under this Agreement, the necessary cooperation, consisting in particular in submitting the necessary data and supporting documents and in their possible supplementing and clarification if such need arises during the performance of this Agreement.

4. The Provider is not responsible for defects and damages resulting from improper handling by the Customer's Computer System Administrator. The Provider is not responsible for the interruption of the provision of services pursuant to Article I of this Contract in case of force majeure, in the case of a failure in the installations of energy suppliers and services (electricity, telecommunication connections, etc.) or other Internet networks and in case of unauthorized intervention by third parties virtual server.

5. The Provider is entitled to interrupt the operation of the server in the short term, in particular due to an accident and the necessary maintenance and repair of those parts of the system that directly affect the provision of services under Article I of this Agreement, this period may not exceed 60 minutes in one day. The Provider informs the Customer of the performance of the above activities or other activities leading to the interruption of the server's operation in good time, except for the accidents. If the operation of the server is interrupted for more than one day as a result of a defect caused by the provider, the provider's remuneration is reduced by a proportion of the number of days in the month for which the server was not in service.

A. III. – Financial Arrangements

1. The cost of providing virtual server traffic is paid according to the selected payment model either quarterly, half-yearly, or annually in advance. The current price of services is publicly available in electronic form on https://alfacloud.cz and can be viewed at the provider's headquarters. The customer pays the price by transferring to the account of the provider, in response to the prompts for payment, which are in full amount, with the first call for payment being issued within 7 days of the conclusion of the contract (from the order made by the customer). Proper accounting documents will be issued whenever a payment request is paid.

2. In case of delay of the customer with the payment of the sums according to the previous paragraphs, the customer is obliged to pay default interest in the amount of 0.1% of the amount due daily. The day of payment of the cash liability is the day of crediting the amount in favor of the provider's bank account when paying through the bank or the day when the amount corresponding to the price was transferred to the provider in the case of cash payments.

3. If the customer is late in paying the price or part of it for more than 7 days, the service provider will restrict it. In the event that the payment is not paid within 7 subsequent days after this limitation, this Agreement shall expire without further delay and the Provider will stop the operation of the server and the provision of related services. However, the customer's obligation to pay the price for services already provided continues.

4. At the same time, the Provider allows the customer who has paid the price correctly on the basis of a call for payment for services under paragraph 1 of this Article to withdraw in writing within thirty days of the conclusion of the contract (the written form is fulfilled if the withdrawal is sent to the Provider by e-mail). In this case, the provider returns the paid price to the customer according to the issued advance invoice, within twenty days after the delivery of the withdrawal from the contract to the provider. After the 30-day period from the date of the conclusion of the contract, the customer is not entitled to withdraw from the contract or demand reimbursement of the repaid funds.

A. IV. – Information protection

1. The Contracting Parties agree that all information that they have communicated in concluding this Agreement, the information constituting this content and the information otherwise arising out of its fulfillment, in particular information concerning the operation of their systems, shall remain secret in their will.

2. The Provider undertakes to maintain confidentiality about all confidential information and facts that he or she learns about the provision of services to the customer and whose disclosure to third parties could cause damage to the customer - in particular, the Provider undertakes to maintain confidentiality about all information relating to customer's customers. The Provider is not entitled to interfere with the content of the Customer-created data and to view the customer's electronic mail, unless the parties agree otherwise. The provisions of the preceding sentences do not apply to the cases referred to in Article V paragraph 4 of this Agreement and to the cases where the provider has the opposite obligation laid down by law, when the information is requested by the state authorities authorized by law.

A. V. – Special Provisions

1. The customer is responsible for the content of applications running on the server. The customer undertakes not to operate on the server and the provider's services will not misuse the transmission of information that would endanger the security of the state or other public interest would be contrary to good manners, practices, principles of fair trade, or would otherwise be contrary to generally binding legal regulations, standards of the European Communities or international treaties binding the Czech Republic. The Customer undertakes not to distribute illegal content through the server, particularly information containing violence in any form and other information in violation of good morals.
2. The Customer is not entitled to use the services of the Provider to send spam to third parties, to operate the server in a way that threatens, restricts or infects the services, servers, or infrastructure of the Provider. Furthermore, it is not authorized to engage in activities that would otherwise be harassed and disturbed by third parties or could violate their rights, such as attacking DoS, spreading viruses, worms, trojans, spoofing IP or ARP addresses. The Customer also expressly declares that it will not publicly run P2P data sharing software on the server or share P2P data.
3. The Customer is not obliged, in its activities under this Agreement, to interfere with the rights of third parties, ie in particular to protect the rights to intangible assets.
4. Customer is required to license purchased products in accordance with the manufacturer's licensing policy (eg, Microsoft Exchange).
5. In case of suspected violation of the above obligations, the Provider is entitled to perform a data check on the server and is entitled to interrupt or restrict the operation of the server. The operator is obliged to inform the customer without delay.
6. The Customer shall be liable to the Operator as well as to third parties for breaching the obligations set forth in this Article.

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7. The Provider is not responsible for any infringement of trademark rights, business rights and other rights protected by generally binding legal regulations committed by the Customer by using a domain name that is already protected as a trade mark, as a trademark or otherwise protected.
8. In the event that the Customer Provider provides for the registration of the domain name, the Customer undertakes to fulfill all obligations arising from the relevant contracts and general terms and conditions governing the registration and administration of the domain names.
9. Customers are not allowed to install their own Microsoft products on virtual servers. Any software of this company must be licensed under the SPLA program.

A. VI. – Damages

1. A Contracting Party that violates its obligation under this Agreement or generally binding legal regulations is liable to compensate for damage caused by the other party unless it proves that the breach of duty was due to circumstances excluding liability. The claim for damages is not affected by the payment of any contractual penalty under this contract.

2. Suspension or limitation of service for the reasons stated in this agreement is not considered to be a defective performance of the provider against the customer.

A. VII. – Conflict solving

1. The general courts of the Czech Republic are competent to resolve any disputes.
2. Prior to the commencement of a possible dispute before a general court, the customer who is the consumer is entitled, in accordance with Act No. 634/1992 Coll. on consumer protection, to start an out-of-court settlement of his dispute, which he has not been able to solve directly. The Affiliate Body for Out-of-court Settlement of Consumer Disputes with the Seller is the Czech Trade Inspection Authority (www.coi.cz).
3. In accordance with EU Regulation No. 524/2013, the Customer is also entitled to launch out-of-court dispute resolution online through the ODR platform for online dispute resolution available on http://ec.europa.eu
4. Before proceeding to resolve the dispute by one of the above methods, we recommend first contacting Alfa Solution spol., s.r.o., at the email address reklamace@alfacloud.cz or by telephone at +420 608 036 363

A. VIII. – Final Provisions

1. This Agreement shall enter into force and effect on the date of its signature by both Contracting Parties.
2. This Agreement is concluded for an indefinite period of time. The contract may be terminated without giving a reason for notice of 3 months commencing on the first day of the month following receipt of the written notice to the other.
3. This Agreement may be amended or supplemented only in the form of written amendments signed by both Contracting Parties.

Datum: 23.11.2017

4. Virtual server services are provided on the basis of a customer's order which provides the provider with contact and billing information to the extent required by the provider together with the acceptance of the customer's agreement with the wording of the draft contract, in writing or electronically via the Internet.

5. The Parties undertake to do their utmost to eliminate the disputes arising under this Agreement or in connection with this Agreement and to resolve them, in particular by means of contacting persons or authorized representatives.

6. Unless the Contracting Parties agree on a settlement of a dispute, each of the Contracting Parties shall have the right to exercise their right by notifying the commencement of arbitration, which shall be conducted in accordance with the rules laid down by the Arbitration Court of the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic independent judges. Arbitration will be held in Prague in the Czech Republic.

7. The legal relations of the Contracting Parties arising from this Agreement and this Agreement are not expressly regulated, shall be governed by the relevant provisions of Act No. 513/1991 Coll., The Commercial Code, as amended and the related regulations.